

**First Amendment to  
the Brooks/Verizon Interconnection Agreement  
for Maine**

This First Amendment ("Amendment") is entered into and effective as of August 20, 2002 (the "Effective Date"), between Verizon New England Inc., d/b/a Verizon Maine, on the one hand ("Verizon"), and MCImetro Access Transmission Services LLC and New EnglandFiber Communications, L.L.C., on the other hand ("CLECs"), each of Verizon and CLECs being referred to in this Amendment individually as a "Party" and collectively as the "Parties."

WHEREAS, Verizon and New England Fiber Communications, L.L.C. entered into an interconnection agreement in Maine dated as of July 17, 1997 (the "Interconnection Agreement"); and

WHEREAS, Verizon and CLECs wish to amend the Interconnection Agreement in accordance with the terms of this Amendment.

NOW THEREFORE, in consideration of the mutual covenants contained in this Amendment, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The Parties acknowledge that Section 29.9 of the Interconnection Agreement binds all subsidiaries and affiliates of the original parties that are engaged in providing telephone exchange and exchange access services in the State of Maine. CLECs represent that on August 7, 2002 MCImetro Access Transmission Services LLC received authorization from the Maine Public Utilities Commission to provide telephone exchange and exchange access services. Under Section 29.9 of the Interconnection Agreement the Parties understand and agree that MCImetro has become a Party to the Interconnection Agreement as of the Effective Date hereof.
2. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
3. The construction and interpretation of this Amendment shall be governed by and, construed in accordance with, the laws of the State of Maine, without reference to its choice of law principles.
4. The terms and conditions contained in this Amendment constitute the entire understanding between the Parties with regard to the modification and amendment of the Interconnection Agreement with respect to the subject matter hereof, and shall be interpreted solely in accordance with their own terms.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be duly executed and to be effective as of the Effective Date set forth above.

**Verizon New England Inc.,  
d/b/a Verizon Maine**

**MCImetro Access Transmission Services  
LLC & New England Fiber  
Communications, L.L.C.**

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